

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is entered into by and between the NEW HAVEN PARKING AUTHORITY, acting herein by Steven B. Sadler, its Chairman and having a place of business at 50 Union Avenue, New Haven, Connecticut, as licensor (the "Licensor"), and the STATE OF CONNECTICUT, acting by and through its Commissioner of Public Works pursuant to the authority conferred upon him pursuant to Connecticut General Statutes § 4b-1, as licensee (the "State" or "Licensee").

WITNESSETH:

WHEREAS, by lease agreement ("Master Lease") dated June 17, 1988, amended as of March 23, 1989, by and between Daymarr Realty, Inc. ("Daymarr") and the Licensor, Daymarr leased to the Licensor (a) the premises known as the Granite Square Garage situated at 690 State Street, New Haven, Connecticut (the "Granite Square Garage") and (b) a parking lot situated at 15 Audubon Street, New Haven, Connecticut (the "Audubon Parking Lot"); and

WHEREAS, pursuant to the Master Lease, Licensor has the authority to lease or license space in the Granite Square Garage and the Audubon Parking Lot (collectively, the "Parking Facilities"); and

WHEREAS, the State as licensee desires the non-exclusive use of parking spaces in the Parking Facilities to the benefit of the State court facilities located in the proximity of the Parking Facilities; and

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties hereto agree as follows:

1. License: The Licensor hereby grants to Licensee, its employees, agents and invitees, a temporary, non-exclusive license to:
  - (a) Enter over, across and upon the Granite Square Garage for the purpose of utilizing up to two hundred seventy nine (279) parking spaces per day.
  - (b) Enter over, across and upon the Audubon Lot for the purpose of utilizing up to thirty (30) parking spaces per day, to the extent that the Audubon Lot is available for use by the Licensor. In the event the Audubon Parking Lot becomes unavailable for use by the Licensor, Licensor shall, to the extent it determines to be available, offer to accommodate up to thirty (30) parking spaces per day at a different facility, subject to acceptance of such alternate facility by Licensee. Licensor shall provide Licensee with thirty (30) days notice of the termination of Licensor and Licensee's ability to use the Audubon Lot. Determination of whether parking spaces are available at alternate parking facilities owned or managed by Licensor shall be within the discretion of Licensor. Any reduction in the number of spaces as a result of this subparagraph shall result in the reduction of the consideration to be paid pursuant to paragraph 4 below at a rate equal to Seventy Five and 00/100 (\$75.00) Dollars per space per month for each space lost.

5/27/08 

- (c) Upon completion of a new municipal parking facility in proximity to the State court facilities, and upon mutual agreement of Licensor and Licensee, Licensee shall have the option of relocating some or all of the parking provided hereunder to said new parking facility at the same rate and terms set forth herein.
2. Duties of Licensor: Licensor shall be responsible for providing at its cost the following: electricity for the consumption of the lighting system; snow and ice removal and sanding; grounds keeping; litter pick-up; replacement of burnt out bulbs, tubes and ballasts; and maintain and repair the Parking Facilities as may be needed for the safe use of the Parking Facilities for their intended purpose.
3. Term: The term of this Agreement shall commence upon the approval of this Agreement by the Office of the Attorney General of the State of Connecticut and shall continue for a period of five (5) years.

At the expiration or termination of the Agreement, the Licensee may holdover on a month-to-month basis at the fixed base payment last in effect during the expired Agreement term and subject to the terms, conditions and covenants contained in the Agreement prior to the expiration or termination. During any such holdover period the Licensee shall continue to make payments in the manner set forth in section 4 hereof.

4. Consideration: In consideration of the license granted by this Agreement, the Licensee shall pay to the Licensor, at a rate of Seventy Five and 00/100 (\$75.00) dollars per space per month, an annual fee of Two Hundred Seventy Eight Thousand One Hundred and 00/100 (\$278,100.00) Dollars in monthly installments of Twenty Three Thousand One Hundred Seventy Five and 00/100 (\$23,175.00) in arrears by the end of each calendar month. Use of any of the parking spaces for less than a full calendar month at the commencement, termination or during the term of this Agreement shall be prorated by dividing the monthly fee for said parking spaces by thirty and multiplying the resulting quotient by the number of days in the month in which the Parking Spaces are provided to the Licensee under this Agreement.

The Licensor Agrees that if any payment installment shall be due and unpaid for fifteen (15) or more days after its due date, such non-payment shall not constitute a default under the terms of this Agreement until written notice of said nonpayment has been received by Licensee and one hundred twenty (120) days have passed from the date of such receipt. Upon the expiration of the one hundred twenty (120) days after Licensee receives the written notice of non-payment and so long as the payment installment(s) set forth in the notice remain unpaid in whole or in part, Licensor may terminate this Agreement by delivering a written notice of termination to Licensee.

5. Use:
- a. The Licensee shall use the Parking Facilities solely for parking by State employees, agents and invitees. The State shall not assign or transfer its rights under this Agreement for profit.

b. The Licensee shall comply with all applicable Federal and State and local, laws, rules, regulations and ordinances, now or hereafter made with respect to the use of the Parking Facilities.

c. No dangerous explosives shall be permitted to be brought onto the Parking Facilities and no such explosives shall be stored or used on the Parking Facilities.

d. The Licensee shall not install any equipment or fixtures or make any alterations to the Property.

6. Insurance & Indemnification

a. The Licensor shall maintain Commercial General Liability Insurance, providing for a minimum limit of \$1,000,000.00 for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence and for all damages arising out of injuries to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of \$2,000,000.00 for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injuries to or destruction of property during the term of this Agreement at no cost to the Licensee. Annually, the Licensor shall provide the Licensee with a certificate of insurance to this effect. The insurer shall be licensed by the State of Connecticut and be rated A- or better

b. At all times during the term of this Agreement, the Licensor shall indemnify, defend and hold harmless the Licensee and its successors and assigns from and against all (a) actions, suits, claims, demands, investigations and legal, administrative or arbitration proceedings pending or threatened, whether or not mature, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising in connection with this Agreement out of acts of commission or omission (collectively, the "Acts") by the Licensor or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any person or entity with whom the Licensor is in privity of oral or written contract (collectively, "Licensor Parties"); (b) liabilities, including but not limited to, liabilities for bodily injury, death and/or property damage arising in connection with this Agreement out of the Licensor's or Licensor Parties' Acts concerning its or their duties and obligations as set forth in this Agreement; and (c) damages, including , but not limited to damages for bodily injury, death and/or property damage, losses, costs and expenses, investigative costs and attorneys' and other professionals' fees, that may arise out of such Claims. The Licensor shall reimburse the Licensee, for any and all damage to the real or personal property of the Licensee caused by the Acts of the Licensor or any Licensor Parties. In case any Claim is brought against Licensee, its officers, agents and employees, by reason of any of the Licensor's or Licensor Parties' Acts, the Licensor shall, at the Licensor's expense, resist and defend such Claim, or cause the same to be resisted or defended, by retained competent counsel acceptable to the Licensee. The Licensor shall cause such counsel to defend any Claim vigorously and at no cost or expense to the Licensee, but may not hold itself out as

Licensee's counsel. The provisions of this Section shall survive the expiration of this Agreement, and shall not be limited by reason of any insurance coverage.

7. Miscellaneous.

- a. All notices required under this Agreement shall be in writing and shall be transmitted by certified mail, return receipt requested (postage prepaid) as follows:

to the Licensee at:

Commissioner of Public Works  
Department of Public Works  
State Office Building  
165 Capitol Avenue  
Hartford, CT 06106,

with a copy to:

Department Of Public Works  
Leasing and Property Transfer Unit  
State Office Building  
165 Capitol Avenue, Room G-1  
Hartford, CT 06106

to the Licenser at:

Executive Director  
New Haven Parking Authority  
50 Union Avenue, 2<sup>nd</sup> Floor East  
New Haven, Connecticut 06519

- b. This Agreement shall be governed in accordance with the laws of the State of Connecticut, without regard to its conflicts of laws provisions.
- c. This Agreement, whatever the circumstances, shall not be binding on the Licensee unless and until approved by the Attorney General of the State of Connecticut and delivered to the Licenser.
- d. This Agreement may not be modified except in writing signed by both the Licenser and Licensee. Any modification of this Agreement or additional obligation assumed by either of the Licenser or the Licensee in connection with this Agreement shall be binding only if evidenced in a writing signed by the Licenser and the Licensee or an authorized representative of the Licenser or the Licensee, and approved by the Attorney General of the State of Connecticut.
- e. The parties acknowledge and agree that nothing in this Agreement shall be construed as a waiver by the Licensee of any rights or defenses of sovereign immunity with

respect to this Agreement. To the extent this provision conflicts with any other provision of this Agreement, this provision shall govern.

- f. The Agreement shall not be recorded on the Land Records.
- g. The failure of the Licensee to insist upon the performance of any of the terms and conditions of this Agreement or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
- h. The Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Licensor's request, the Licensee shall provide a copy of these orders to the Licensor. The Agreement may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. The Agreement is further subject to non-discrimination provisions attached hereto as Exhibit B and made a part hereof.
- i. STATE CONTRACTS: For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit C attached hereto.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed as set forth below.

Signed in the presence of:

New Haven Parking Authority

WILLIAM SPITURNI

By Steven B. Sadler

Steven B. Sadler

Its Chairman

Duly authorized

FORTUNATA HOEDE

Date signed: 10/10/07

State of Connecticut

HOLLY J. HART  
HOLLY J. HART

By Raeanne V. Curtis

Raeanne V. Curtis

Commissioner of Public Works,

Duly authorized

DIANE M. CHACE  
DIANE M. CHACE

Date signed: 3-13-08

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STATE OF CONNECTICUT       )  
  ) ss. New Haven  
COUNTY OF NEW HAVEN       )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of October 2007, before me, the undersigned officer, personally appeared Steven B. Sadler, Chairman of the New Haven Parking Authority, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity as therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand.

May A. Earle  
Commissioner of the Superior Court/  
Notary Public  
My commission expires 11/30/07

STATE OF CONNECTICUT       )  
  ) ss. Hartford  
COUNTY OF HARTFORD       )

On this the 13<sup>th</sup> day of March, 2008, before me, the undersigned officer, personally appeared Raeanne V. Curtis, Commissioner of the Department of Public Works, State of Connecticut, known to me to be the person described in the foregoing instrument, and acknowledged that she executed the same in the capacity as therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand.

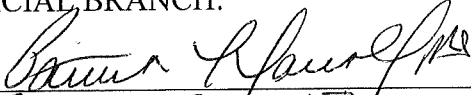
Diane M. Chace  
Commissioner of the Superior Court/  
Notary Public  
My commission expires:

**DIANE M. CHACE**  
**NOTARY PUBLIC**  
**MY COMMISSION EXPIRES JULY 31, 2009**

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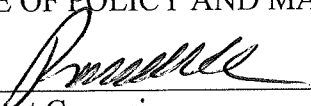
Accepted:

JUDICIAL BRANCH:

By:   
Patrick L. Carroll  
~~Its Acting~~ Chief Court Administrator  
Deputy

Date signed: 11-28-07

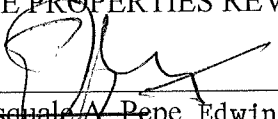
Approved in Conformance with Conn. Gen. Stat. Sections 4b-23(o)(2), as revised,  
OFFICE OF POLICY AND MANAGEMENT

By:   
Robert Genaudio  
Its Secretary

Date signed: 4/28/08

Approved:

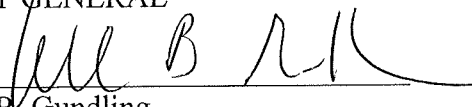
STATE PROPERTIES REVIEW BOARD

By:   
Pasquale A. Pepe Edwin S. Greenberg  
Its Chairman

Date signed: 5/27/08

Approved:

ATTORNEY GENERAL

By:   
William B. Gundling  
Its Associate Attorney General

Date signed: 12/23/08

**EXHIBIT A**

NONE

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## EXHIBIT B

### NON-DISCRIMINATION PROVISIONS

This provision is included in connection with subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised.

(a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For the purposes of this section, "commission" means the Commission on Human Rights and Opportunities.

For the purposes of this section, "public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the State other than a municipality, for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(b)(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the

5/27/08  
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labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(e) The contractor shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(f) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

This provision is included connection with subsection (a) of Section 4a-60a of the General Statutes of Connecticut, as revised.

(a) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor

union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the general statutes of Connecticut; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56 of the General Statutes of Connecticut.

(b) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56 of the general statutes of Connecticut; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(c) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

## EXHIBIT C

### SEEC FORM 11

#### **NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined below*):

##### **Campaign Contribution and Solicitation Ban**

*No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.*

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

##### **Duty to Inform**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

##### **Penalties for Violations**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

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**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

**Contract Consequences**

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban."

**Definitions:**

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

5/27/08  
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"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for,

any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.